

Previous
Agreement

**Agreement Between Treasury Enforcement
Agencies
and
Local, County and State Law Enforcement
Agencies
for the
Reimbursement of Overtime Expenses
and Other Related Investigative Costs**

This agreement is entered into by Baltimore County, MD, a body corporate and politic, for its Baltimore County Police Department and the U.S. Customs Service, SAIC/Baltimore for the purpose of receiving reimbursable costs incurred by the Baltimore County Police Department in providing resources for investigations/criminal intelligence and other joint operations of mutual concern.

Payments may be made to the extent that they are included in the Treasury law enforcement agency's Fiscal Year Plan and to the extent that the monies are available within the Treasury Forfeiture Fund to satisfy the request(s) for reimbursable overtime expenses.

I. LIFE OF THIS AGREEMENT

This agreement is effective on the date it is signed by both parties and it terminates on the last day of the third fiscal year. Agreements are required on a triennial fiscal year basis (signed every three years) and must be renewed, if applicable, by September 30, 2005.

II. AUTHORITY

This agreement is established pursuant to the provisions of 31 U.S.C. 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies while participating in joint operations/task forces with a Department of the Treasury law enforcement agency.

III. PURPOSE OF THIS AGREEMENT

This agreement establishes the procedures and responsibilities of both the Baltimore County Police Department and the U.S. Customs Service, SAIC/Baltimore for the reimbursement of certain overtime and other expenses pursuant to 31 U.S.C. 9703.

IV. NAME OF TASK FORCE/JOINT OPERATION (if applicable)

Task Force Name: None

Projected dates of operation: October 1, 2002 to September 30, 2005.

V. CONDITIONS AND PROCEDURES

A. Assignment of (2) Officer(s)

To the maximum extent possible, the Baltimore County Police Department shall assign dedicated officer(s) to any joint operations/investigations.

Within 10 days of the effective date of this agreement, the Baltimore County Police Department shall provide the U.S. Customs Service, SAIC/Baltimore with the names, titles, and badge/ID numbers of the officer(s) assigned to joint operations. Further, the Baltimore County Police Department shall provide the hourly overtime wage rate of the assigned officer(s).

B. Requests for Reimbursement of Overtime Expenses

1. The Baltimore County Police Department may request reimbursement for payment of overtime expenses directly related to work performed by its officer(s) assigned as members of a joint task force with the U.S. Customs Service, SAIC/Baltimore for the purpose of conducting official Treasury Investigations.
2. The Baltimore County Police Department shall provide the U.S. Customs Service, SAIC/Baltimore, within 10 days of the signing of this agreement, with the contact name, title, telephone number, and address where the Law Enforcement agency wants the check for reimbursement of overtime costs mailed. The Baltimore County Police Department shall also provide the name to whom the check should be payable.
3. Invoices submitted for the payment of overtime to local/county/state law enforcement agencies must be submitted on that agency's letterhead. The invoice shall be signed by an authorized representative of that agency.
4. The Baltimore County Police Department will submit all requests for reimbursable payments, together with appropriate documentation, to the U.S. Customs Service, SAIC/Baltimore, 40 S. Gay St., 3rd floor, Baltimore, MD 21202 ATTN: Lisa Noel, (410)962-4699. The

Baltimore County Police Department shall certify that the request is for overtime expenses incurred by the Baltimore County Police Department for participation in joint investigations or operations. The Baltimore County Police Department shall also certify that requests for reimbursement of overtime expenses have not been made to other federal law enforcement agencies that may also be participating with the task force.

The Baltimore County Police Department acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the task force and are responsible for the payment of overtime earnings, withholdings, insurance coverage and all other requirements by law, regulation, ordinance or contract regardless of the reimbursable overtime charges incurred.

5. All requests for reimbursement of costs incurred by the Baltimore County Police Department must be approved and certified by the U.S. Customs Service, SAIC/Baltimore. The Treasury law enforcement agency shall countersign the invoices for payment.
6. The maximum reimbursement entitlement for overtime worked on behalf of U.S. Customs Service investigations is set at \$13,000.00 per officer assigned to the task force for the fiscal year period.

C. Program Audit

This agreement and its procedures are subject to audit by the U.S. Customs Service, SAIC/Baltimore, the Department of the Treasury Office of the Inspector General, the General Accounting Office, and other government designated auditors. The Baltimore County Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an ongoing audit, until the audit is completed.


These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts, or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

D. Revisions

The terms of this agreement may be amended upon the written approval of both the Baltimore County Police Department and the U.S. Customs Service, SAIC/Baltimore. The revision becomes effective upon the date of approval.

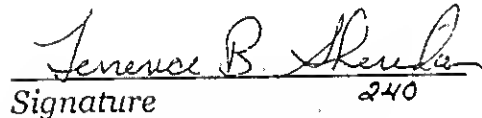
E. No Private Right Created

This is an internal government agreement between a Treasury law enforcement agency and a local/county/state law enforcement agency and is not intended to confer any right or benefit to any private person or party.


Signature


John M. Wasilisin
Administrative Officer
Baltimore County
Police Department
Agency

11/7/02
Date


Signature 240

Terrence B. Sheridan
Chief of Police
Baltimore County
Police Department

11/1/02
Date


Signature

Allan J. Doody
Special Agent in Charge
U.S. Customs Service

Agency

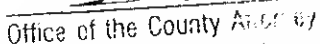
11/22/02
Date

Signature

Title/Agency
U.S. Customs Service
Headquarters Office

Date

APPROVED FOR EXECUTION
(SUBJECT TO EXECUTION BY
OFFICIAL AND CHAIRMAN OF THE BOARD)


Office of the County Auditor

*Approval of Legal Form and Certainty of its
Convey Approval or Disapproval of the Nature of This Transaction Approval of the
Type of Document All Modifications 2-4-02